

**FEB 06 2007**

Serial No. 09/910,716

**REMARKS****STATUS OF THE CLAIMS:**

Claims 1-7, 9-20 have been pending of which claims 1-7, 9-12 and 20 have been elected and claims 13-19 have been withdrawn.

Claim 20 is rejected under 25 U.S.C. §102(e) as being anticipated by DiMatina, U.S. Patent No. 6,405,177, hereinafter referred to as "DiMattina."

Claims 1-4, 6-7 and 9-12 are rejected under 35 U.S.C. § 103(a) as being unpatentable over DiMattina in view of Furusawa et al., U.S. Patent No. 6,937,738.

Claim 5 is rejected under 35 U.S.C. § 103(a) as being unpatentable over DiMattina, in view of Furusawa, in further view of Margoscin et al., U.S. Patent No. 7,003,482.

In accordance with the foregoing, the claims are amended, and, thus, the pending claims remain for reconsideration, which is respectfully requested.

No new matter has been added.

The Examiner's rejections are respectfully traversed.

**WITHDRAWN CLAIMS:**

In accordance with the foregoing, withdrawn non-elected claims 13-19 are amended to depend from one of independent claims 1, 10, 11 and 12. Applicants respectfully request, in the event of allowance of independent claims 1, 10, 11 and/or 12, rejoinder of claims 13-19 and allowance of the same.

The Office Action, mailed April 7, 2006 asserts "the two groups of claims have very little in common with one another other than their preambles. ... Claims 1-12 recite limitations that are directed to distributing solicitation-to-insurance information based on monitoring electronic information within a computer network, whereas claims 13-19 recite limitations directed to encrypting information within an electronic network without any insurance processing." In accordance with the foregoing, for example, withdrawn claim 13 is amended to depend from independent claim 1 such that claim 1 further comprises "a completion judging step for monitoring the electronic information distributed within a computer network to judge whether a completion keyword indicative of the completion of a transactional negotiation in the electronic commerce is included in said electronic information; an encrypting step for encrypting the transactional information related to the electronic commerce making use of a secret key, when said completion keyword is judged to be included in the electronic information." Therefore, applicants respectfully submit claims 13-19 are directed to "encrypting the

Serial No. 09/910,716

transactional information related to the electronic commerce" of the "electronic information" of claim 1. Further, applicants respectfully submit the "encrypting" and "preserving" of claims 13-19 are related to insurance processing since the preserved "encrypted electronic information" can be used, for example, as proof of a sale or to confirm disputed terms of the sale, when an insurance claim is filed. In view of the amended withdrawn non-elected claims and since the non-elected Group II claims (claims 13-19) are so closely related to elected claims 1-12 that they should remain in the same application, reconsideration of the restriction requirement and rejoinder of the amended withdrawn claims is respectfully requested.

Further, MPEP § 821.04 states:

The propriety of a restriction requirement should be reconsidered when all the claims directed to the elected invention are in condition for allowance, and the nonelected invention(s) should be considered for rejoinder. Rejoinder involves withdrawal of a restriction requirement between an allowable elected invention and a nonelected invention and examination of the formerly nonelected invention on the merits.

In order to be eligible for rejoinder, a claim to a nonelected invention must depend from or otherwise require all the limitations of an allowable claim.

#### 35 U.S.C. § 102(e) REJECTION:

Independent claim 20 is rejected as allegedly being anticipated by DiMattina.

The present invention differs from DiMattina in how the monitoring of the electronic information is implemented, i.e., the monitoring modes rather than the word table as was argued by the Examiner in the final Office Action. In accordance with the forgoing, claim 20 is amended, for clarity, to recite "judging, by a third party, whether or not a solicitation-related keyword from a word table is included in the transmitted transactional information between the buyer and the seller; and receiving/transmitting, by the third party, solicitation-to-insurance information transmitted from a server of an insurer to the buyer and/or the seller, when said judging determines that the solicitation-related keyword is included in said transmitted transactional information." For example, the present application FIG. 2a and page 7, line 32 to page 8, line 31, support the claim amendments

Namely, as shown in Fig. 2A in the present invention, parties involved in the transaction exchange the electronic information with each other, but, in contrast to DiMattina, according to the claimed embodiments, at least one third party monitors the electronic information. More specifically, it should be distinctly understood that by the claim embodiments, the subject who executes the electronic information monitoring is the third party or parties.

Serial No. 09/910,716

On the other hand, as is obvious from claims of DiMattina, the system itself performs on-line commercial transaction, so that, involved parties having exchanged the electronic information with each other do monitoring of the electronic information.

Further, DiMattina cannot anticipate the claimed embodiments, because DiMattina discusses "an insurance product is provided for electronic retailers to be offered to their customers" (DiMattina, column 2, lines 57-59). DiMattina further discusses "[t]he initial stage of the insurance system . . . is initiated when the purchaser elects to submit the items that he/she has chosen to buy. At this point a question will be asked, 'Do you wish to secure this transaction?' Along with this question a list of all the benefits offered by electing to secure the transaction will be presented to the purchaser." (Dimattina, column 3, lines 56-60). In other words, DiMattina discusses offering insurance after a submission by the customer. DiMattina fails to define a "submission," however DiMattina further discusses, "If the purchaser chooses to engage in the advantages of the insurance system, by clicking "Yes", the system will then transmit the appropriate information to the insurance provider's server" (DiMattina, column 4, lines 6-10). Therefore, in DiMattina the trigger for offering insurance to a buyer differs from the present claims. In DiMattina a consumer submits an insurance request based upon a "clicking" of selecting insurance. However, a *prima facie* case of anticipation cannot be established based on DiMattina, because DiMattina fails to disclose, either expressly or inherently, each and every element set forth in Claim 20, including the patentable distinguishing feature of "judging, by a third party, whether or not a solicitation-related keyword from a word table is included in the transmitted transactional information between the buyer and the seller." In other words, DiMattina discusses that when a seller receives an order from a customer, the seller offers the buyer insurance on the sale. Therefore, DiMattina discusses that only an involved party, the seller in the case of DiMattina, monitors for when a sale occurs and offers insurance, whereas, in contrast, the claimed embodiment provides "judging, by a third party, whether or not a solicitation-related keyword from a word table is included in the transmitted transactional information between the buyer and the seller." One benefit of the claimed embodiment is that a third party, not involved in the transaction, can monitor the transaction information and judge "whether or not a solicitation-related keyword from a word table is included in the transmitted transactional information," and, for example, transmit "solicitation-to-insurance information transmitted from a server of an insurer to the buyer and/or the seller, when said judging determines that the solicitation-related keyword is included in said transmitted transactional information," as recited in claim 20. Support for the claim amendment can be found, for example, in Figure 2a and the accompanying description in the Specification.

Serial No. 09/910,716

Further, in DiMattina, a user using the retailers website submits the items he/she wishes to purchase to the retailer and upon receiving the users request to purchase items, the retailer offers insurance on the sale to the customer. Therefore, DiMattina is directed to an insurance system which offers insurance only to a buyer, and, thus, DiMattina fails to disclose, either expressly or inherently, the claimed "transmitting, by the third party, solicitation-to-insurance information transmitted from a server of an insurer to the buyer and/or the seller," when said judging determines that the solicitation-related keyword is included in said transmitted transactional information," as recited in claim 20. One benefit of "transmitting, by the third party, solicitation-to-insurance information transmitted from a server of an insurer to the buyer and/or the seller," is that one or both parties to the transaction can receive protection. While major online retailers likely have their own insurance on their commercial transactions, small retailers or individual sellers may not. Furthermore, if both parties insure the transaction, the cost of insuring the transaction can be shared between the parties (see, for example, the present application, page 4, lines 20-23). DiMattina is directed to offering a customer insurance so the customer will feel safe making a purchase from an online retailer. The claimed present invention is directed to "transmitting, by the third party, solicitation-to-insurance information transmitted from a server of an insurer to the buyer and/or the seller" providing a benefit, for example, of not only a customer feeling safe buying from an unknown seller, but the seller also feeling safe selling to an unknown purchaser.

Withdrawal of the claim rejection is respectfully requested.

35 U.S.C. § 103(a) REJECTION:

Independent claims 1, 6 and 9-12 are rejected as being unpatentable over DiMattina, in view of Furusawa.

The present invention differs from DiMattina and Furusawa in how the monitoring of the electronic information is implemented, i.e., the monitoring modes rather than the word table as was argued by the Examiner in the final Office Action.

As is obvious from, for example, the abstract of Furusawa, in order to judge whether a particular keyword is included when a message is received, involved parties having exchanged the electronic information with each other monitor the electronic information as in the case of DiMattina.

In rejecting independent claims 1, 6 and 9-12, the Office Action relies upon Furusawa for allegedly meeting the claimed "cross-checking, by a third party, electronic information distributed"

Serial No. 09/910,716

within a computer network between a buyer and a seller with a word table in which a solicitation-related keyword as a clue of solicitation-to-insurance is registered, to thereby judge whether or not the solicitation-related keyword is included in the electronic information."

Furusawa discusses "a message processing apparatus which processes received messages according to their content" (Furusawa, column 1, lines 47-49). Furusawa further discusses "[t]he distributing station 40 has a keyword lookup table that defines the relationships between message keywords and their associated handler programs" (Furusawa, column 5, lines 21-23). In other words, Furusawa discusses a keyword lookup table to flag or classifies how each email is to be handled in a handler program. Therefore, Furusawa discusses monitoring emails received by one of the involved parties.

With regard to the inventions of DiMattina and Furusawa, if the system itself is configured to monitor the electronic information, the problems to be solved by these inventions of DiMattina and Furusawa will be resolved. Therefore, there is no necessity for the inventions of DiMattina and Furusawa to monitor electronic information of third parties, as in the case of the present invention.

A prima facie case of obviousness has not been established based upon DiMattina and Furusawa, because there has not been a showing of some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the DiMattina or to combine Furusawa and DiMattina to achieve the claimed "cross-checking, by a third party, electronic information distributed within a computer network between a buyer and a seller with a word table in which a solicitation-related keyword as a clue of solicitation-to-insurance is registered, to thereby judge whether or not the solicitation-related keyword is included in the electronic information." The Office Action, at item 8, lines 13-17, alleges "one of ordinary skill in the art would have been motivated to incorporate such a feature for the purpose of providing uniformity in the message processing of DiMattina," however, applicants disagree. As the Examiner acknowledges, Furusawa is directed to "message processing" using a keyword lookup table, however the language of the claims does not process a message, rather, the claims provide "distributing means for distributing, by the third party, solicitation-to-insurance information to at least one of the buyer and/or the seller involved parties having exchanged the electronic information with each other, when it is judged that the solicitation-related keyword is included in the electronic information." In other words, "cross-checking, by a third party, electronic information distributed within a computer network between a buyer and a seller with a word table in which a solicitation-related keyword as a clue

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**FEB 06 2007**

Serial No. 09/910,716

of solicitation-to-insurance is registered, to thereby judge whether or not the solicitation-related keyword is included in the electronic information" triggers "distributing, by the third party, solicitation-to-insurance information to at least one of the buyer and/or the seller involved parties having exchanged the electronic information with each other, when it is judged that the solicitation-related keyword is included in the electronic information," and in DiMattina submission is an insurance request by a buyer, so, there is no motivation in DiMattina or Furusawa to use Furusawa's message processing to trigger DiMattina's "initial stage of the insurance system" since Furusawa is only directed to flagging emails. In other words, the Office Action fails to show some suggestion or motivation in Furusawa or DiMattina to one skilled in the art to achieve the claimed feature of "cross-checking, by a third party, electronic information distributed within a computer network between a buyer and a seller with a word table in which a solicitation-related keyword as a clue of solicitation-to-insurance is registered, to thereby judge whether or not the solicitation-related keyword is included in the electronic information" (e.g., independent claims 1, 6 and 9-12).

Dependent claims recite patentably distinguishing features of their own or are at least patentably distinguishing due to their dependence from the independent claims. Withdrawal of the rejection of pending claims, and allowance of pending claims is respectfully requested.

**CONCLUSION**

In view of the amendments and remarks presented above, it is respectfully submitted that the application is in condition for allowance, and withdrawal of the rejection of pending claims and allowance of pending claims is respectfully requested.

If there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

FEB. 6. 2007 5:12PM

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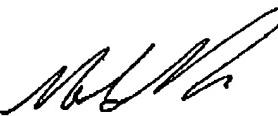
Serial No. 09/910,716

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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